

TIMBER SALE PROSPECTUS

Sale Name :	Greenhorn MP	Type of Sale :	Premeasured
National Forest :	Plumas	Ranger District :	Mt. Hough
Bidding Method :	Sealed Bid	Bid Guarantee :	\$3,600.00

Location of Bid Opening : Mt Hough Ranger District office, Quincy, CA

Date : 07/20/2012

Time : 10:00 AM

1. INTRODUCTION. This prospectus furnishes prospective bidders with information not contained in the published advertisement and is designed to enable bidders to decide whether or not to further investigate the sale. The prospectus is not a legally binding document, but is offered to provide general information about a sale. The contract does not include descriptions, estimates, and other data in this prospectus, unless otherwise stated. In the event that the prospectus contains an error or contradicts the sample contract, the contract governs. Bidders are urged to examine the timber sale and make their own estimates. Timber sale Contract 2400-6T will be used. Inspect the sale area and the sample contract before submitting a bid. Obtain the appraisal, other information on the timber, and conditions of sale and bidding at Forest Service offices listed above and in the named attached advertisement.

2. BIDDING. This is a Sealed Bid sale. Bidders must submit sealed bids on prepared forms they can obtain from Forest Service offices listed above and in the attached advertisement. The forms include instructions for bidding and submission of the required certifications. A bid guarantee must be included with the bid in the form of cash, a bid bond on form FS-6500-13 (4/82) or later, certification of annual bid bond allocation on form FS-6500-13a (4/82) or later, an irrevocable letter of credit, a certified check, bank draft, cashiers check, official bank check, or bank or postal money order payable to the Forest Service, USDA in the amount specified above and in the bid form. The bid guarantee shall be returned to each bidder whose bid is not accepted.

Total Sale Value Bidding:

Prospective purchasers must submit bids in terms of the minimum acceptable total sale value. The bid form states minimum acceptable bid rates and estimated quantities of timber, together with the minimum acceptable total sale value. The advertised minimum acceptable total sale value is only for the biddable species, as listed on the bid form in the upper section of block 14. It does not include any non-biddable, fixed rate species listed in the lower section of block 14 titled "Required Removal at Fixed Rate. Only the Fixed Rate Applies." The bidder should enter the offer on the bid form only in terms of the total sale value. The Forest Service shall establish bid rates by species in the contract by multiplying each species' minimum acceptable bid rate by the bid increase percentage. Such rates will be rounded to the nearest cent. The bid increase percentage is the bidder's total sale value bid rate divided by the minimum acceptable total sale value. The total amount for stumpage is the volume of each biddable species multiplied by its bid rate, plus the volume of each fixed rate species multiplied by its fixed rate.

3. LOCATION AND DESCRIPTION OF TIMBER. Refer to the sample contract and sale area map attached to the sample contract for legal location of sale area, location of payment units, location of cutting units, the acreage of sale area, and the cutting unit acreage.

THE FOLLOWING GENERAL LOCATION, ROUTES OF ACCESS, ACREAGES, AND OTHER SPECIAL LOCATION DATA DO NOT SUPERSEDE THE SALE AREA MAP OR SAMPLE CONTRACT.

The Greenhorn Multi-Product Timber Sale is located approximately three miles north of Spring Garden and directly east of the Greenhorn Guest Ranch and Development within the administrative boundary of the Mount Hough Ranger District, Plumas National Forest. The legal description is: Sec 3 and 4, T23N, R11E: Sec 33 and 34, T24N, R11E (MDB&M). This sale consists of five Payment Units within a Defensible Fuel Profile Zone (DFPZ) totaling 357.1 acres, comprising of green conifer trees with the following estimated volumes: Sawlog: 1561.7 CCF/748.2 MBF/5390 tons and Biomass: 855.5 CCF/4,419 tons, total of 2,417.2 CCF/9809 tons (Note: Biomass

includes both sawlog treetops and biomass trees). The Sawtimber trees are individually designated from 10.0 inches DBH to 29.9 inches DBH using BLUE tracer tree marking paint. The Biomass trees are designated by spacing from 3.0 inches DBH to 9.9 inches DBH. The Payment Unit boundaries are identified by a vertical stripe on each side of the tree and three horizontal stripes facing into the Payment Unit of ORANGE tracer paint along with YELLOW signs identifying the Sale and the Payment Unit. Any tree marked with a WHITE stripe of tracer paint, or has any other color covered over by BLACK tracer paint is a leave tree.

4. TIMBER QUANTITIES AND RATES. The quality, size, cut per acre, and product suitability of the timber are estimates based on detailed cruise information on file and available for inspection at the Forest Service offices listed above and in the advertisement. VOLUME QUANTITIES LISTED HEREIN ARE MADE AVAILABLE WITH THE UNDERSTANDING THAT VALUES SHOWN ARE FOREST SERVICE ESTIMATES AND ARE NOT GUARANTEED. For these reasons, bidders are urged to examine the timber sale area and make their own estimates.

THE MINIMUM ACCEPTABLE BID RATE IS STATED IN THE ATTACHED BID FORM. THESE RATES ARE EFFECTIVE AT THE TIME OF ADVERTISEMENT.

**Estimated Quantities and Minimum Acceptable Rates
per Unit of Measure**

Species	Product	Unit of Measure	Estimated Quantities	Average DBH	Minimum Acceptable Bid Rates	Base Rates	Required Deposits	
							Slash Disposal	Road Maintenance
Douglas Fir	Sawtimber	CCF	461.60	12.5	\$35.17	\$1.00	\$0.82	\$0.00
Ponderosa Pine	Sawtimber	CCF	129.00	14.2	\$5.00	\$5.00	\$0.82	\$0.00
Sugar Pine	Sawtimber	CCF	136.00	13	\$5.00	\$5.00	\$0.82	\$0.00
White Fir	Sawtimber	CCF	692.10	13.3	\$18.59	\$1.00	\$0.82	\$0.00
Required Removal at Fixed Rates								
Incense Cedar	Sawtimber	CCF	143.00	12.7	\$35.45	\$1.00	\$0.82	\$0.00
Combined Softwood	Grn Bio Cv	CCF	855.50	7.2	\$0.25	\$0.25	\$0.82	\$0.00
TOTAL			2,417.20				\$1,982.10	\$0.00

The minimum acceptable total sale value bid for advertised timber is \$30,425.61. It does not include any non-biddable, fixed rate species listed on the bid form in the lower section of block 14 titled "Required Removal at Fixed Rate. Only the Fixed Rate Applies." The total amount for stumpage is the volume of each biddable species multiplied by its bid rate, plus the volume of each fixed rate species multiplied by its fixed rate.

The bid rate for species and unit of measure are assigned under procedures for average bid premium bidding, as noted in this prospectus. This rate has been established by appraisal, with a cost allowance for the roads specified by the contract, if any. Required deposits for slash disposal and road maintenance are in addition to the advertised rates for timber.

This sale contains contract provisions for stumpage rate escalation. Tentative bid rates for timber, except Incense Cedar Sawtimber and Combined Softwood Grn Bio Cv apply, subject to quarterly adjustment during the contract period.

5. PERIOD OF CONTRACT. The normal operating season covers the period between 06/01 and 10/31. Contract termination date is 12/31/2014. Extensions of this contract may be granted only when the purchaser has met specified conditions.

If an appeal or lawsuit is filed challenging the decision to award this contract or upon determination by the Regional Forester that conditions existing on this timber sale are the same as, or nearly the same as, conditions existing on other timber sale(s) in appeal or litigation, Contracting Officer may delay award or reject all bids. If delay in award is for 30 days or more during Normal Operating Season after bid opening, Contracting Officer shall, upon award, adjust the contract term to include additional calendar days in one or more Normal Operating Seasons equal to the time award is delayed during Normal Operating Season.

The purchaser must submit a Plan of Operations to the Contracting Officer for approval before operations begin or within 60 days of sale

award, whichever is earlier. The plan must show how the purchaser plans to complete the contract by the termination date. In addition to the Plan of Operations, the purchaser must submit an annual Operating Schedule before commencing operations. This schedule will include the anticipated major activities and needs for harvest. This annual Operating Schedule does not require concurrence of the Forest Service.

6. PAYMENT. Payment for timber and any required deposits for slash disposal or road maintenance are required in advance of cutting. The Purchaser may transfer purchaser credit into the contract, or provide an acceptable payment guarantee prior to cutting. Payment for required deposits must be a cash payment. The purchaser shall make advance deposits in accordance with provision B(T)4.212 - Advance Deposits.

The high bidder whose bid is accepted shall, at the time the contract is signed and returned by the bidder, make a downpayment pursuant to Title 36, Section 223.49, of the Code of Federal Regulations. The Contracting Officer will notify the high bidder of the amount necessary to make this payment. In no case shall the downpayment be less than 10 percent of the total advertised value plus 20 percent of the bid premium. After receipt of the downpayment and a satisfactory performance bond and upon execution of the timber sale contract, the Forest Service will return the bid guarantee. A cash bid guarantee may be applied to the downpayment at the request of the purchaser. The purchaser cannot apply the amount deposited as a downpayment to cover other obligations due on the sale until conditions stated in the contract for release of downpayment have been met. Refer to the sample contract for the specific conditions.

By the midpoint between award date and the termination date, the purchaser shall have paid for, or in lieu thereof, deposited cash in the greater amount of: (1) 50 percent of the total estimated bid premium, or (2) 35 percent of the total estimated sale value at bid date, exclusive of required deposits, rounded up to the next \$100.

By the midpoint of the last normal operating season, or 12 months from the initial periodic payment, whichever date is first, the purchaser shall have paid for, or in lieu thereof, deposited cash in the amount of 75 percent of the total estimated sale value at bid date, exclusive of required deposits, rounded up to the next \$100.

7. PERFORMANCE BOND. A performance bond is required. The penal sum of the bond will be 10 percent of the total bid value of the sale, rounded up to the nearest \$100 when the total bid value is \$10,000 or less; and rounded up to the nearest \$1,000 when the total bid value exceeds \$10,000 or \$4,000.00 whichever is greater. If an irrevocable letter of credit is used to secure the performance bond, the termination of the letter of credit must be at least 6 months past the contract termination date.

Purchaser may request inclusion of provision C(T)4.33 - Performance Bond as Security for Felled Timber to authorize deferment of payment for timber felled, but not removed, up to the penal sum of the performance bond. Contracting Officers must increase the penal sum of the performance bond as necessary to cover the estimated values of timber to be felled, but not removed. If the value of down timber exceeds the penal sum, the excess value must be covered by cash deposit or by payment bond.

8. SPECIFIED ROADS. Not Applicable.

9. ROAD MAINTENANCE. Purchaser shall perform or pay for road maintenance work, commensurate with purchaser's use, on roads controlled by Forest Service, and used by purchaser in connection with this sale. Road maintenance requirements are based on the predicted haul route. Any change in the purchaser's actual haul route may necessitate a change in the roads to be maintained and/or in the amount of required deposit for road maintenance. Required deposits for road maintenance are listed in Section 4 and in the sample contract. Maintenance specifications are in the sample contract.

10. INAPPLICABLE STANDARD PROVISIONS. See sample contract.

11. SPECIAL PROVISIONS. See sample contract.

12. SET-ASIDE SALES. Not Applicable.

13. LOG EXPORT AND SUBSTITUTION RESTRICTIONS. The contract requires domestic processing of included timber except for species declared to be surplus, and prohibits the use of such included timber in substitution for unprocessed private timber exported. The bidder, by signing the bid for advertised timber, certifies compliance with the applicable prohibitions against export and

substitution prescribed in the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 U.S.C. 620, *et seq.*) with each bid.

14. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REVIEW. If the total bid value plus required deposits for this contract exceeds \$10 million, before award, the Forest Service shall request an equal employment opportunity compliance review of the high bidder to determine compliance with the provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and Executive Order No. 12086 of October 5, 1978.

15. AWARD. The Contracting Officer is required to make a determination of bidder responsibility as stated in Title 36, Section 223.101, of the Code of Federal Regulations.

To determine a purchaser to be responsible, a Contracting Officer must find that:

- a. The purchaser has adequate financial resources to perform the contract or the ability to obtain them;
- b. The purchaser is able to perform the contract within the contract term taking into consideration all existing contracts and Governmental business commitments;
- c. The purchaser has a satisfactory performance record on timber sale contracts. A prospective purchaser that is or recently has been seriously deficient in contract performance shall be presumed not to be responsible, unless the Contracting Officer determines that the circumstances were beyond the purchaser's control and were not created through improper actions by the purchaser or affiliate, or that the purchaser has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably under a contract is strong evidence that a purchaser is not a responsible contractor. The Contracting Officer shall consider the number of contracts involved and extent of deficiency of each in making this evaluation;
- d. The purchaser has a satisfactory record of integrity and business ethics;
- e. The purchaser has or is able to obtain equipment and supplies suitable for logging the timber and for meeting the resource protection provisions of the contract;
- f. The purchaser is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Bidders, by signing the bid form, certify that, to the best of bidder's knowledge the bidder will meet the requirements in 36 CFR 223.101, determination of purchaser responsibility, and, if awarded this contract, that bidder will complete the timber sale contract and any modifications thereof in accordance with its terms including requirements to purchase, cut, and remove included timber.

16. FALSE STATEMENTS ACT. Bidders, by signing the bid form, certify that they are aware that bidder is subject to the penalties prescribed in 18 U.S.C. 1001, Chapter 47, Fraud and False Statements (P.L. 104-45). The Act states "whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than 5 years, or both."

17. DAMAGES. This contract shall be terminated for breach pursuant to paragraph 16, 19, and/or 21 of the bid form and the terms of the sample contract if: 1) bidder fails to execute a timber sale contract, furnish a downpayment, or furnish a satisfactory performance bond within 30 days of the award letter's date; or 2) bidder is found to have violated the False Statements Act in making any statement or certification on the bid form including not meeting purchaser responsibility requirements, and bidder has made a false statement. The bid guarantee shall be retained, in whole or in part, by the Forest Service to satisfy any damages that may be assessed.

18. SUSPENSION AND DEBARMENT CERTIFICATION. Non-procurement debarments and suspensions are governed by the Government-wide common rules (7 CFR 3017).

These rules require each timber sale purchaser, to submit a certification for itself, its principals, and its affiliates when bidding on sales. The bidder must designate its status regarding debarment, suspension, and other matters as specified on the bid form. The bidder, by signing the bid form, certifies this status. An explanation for not submitting a certification may be submitted. The Contracting Officer will determine whether the explanation provides sufficient reason for permitting participation in the bidding. Also, as a timber sale purchaser enters into transactions with subcontractors, these subcontractors must certify their eligibility. The certification titled "Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" must be provided to subcontractors, but completed certifications are not required to be submitted with bid forms. Purchaser must keep these subcontractor

certification forms on file for review by the Forest Service, if requested.

The certification forms and instructions for subcontractor transactions are provided as an addendum to the bid form.

19. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) LOGGING REGULATIONS. Conduct of operations on this timber sale is subject to inspection for compliance with the logging operations regulations at 29 CFR 1910.266 by OSHA. This standard is applicable to the entire logging industry wherever logging operations occur. Information is available to assist purchasers to ensure compliance with the logging operations regulations during conduct of this timber sale from the U.S. Department of Labor, Occupational Safety and Health Administration, OSHA, California Department of Industrial Relations, 1515 Clay Street, Suite 1901, Oakland, California 94612.

20. GENERAL.

EMERGENCY PRECAUTIONS

The Project Activity Level (PAL), an industrial operation's fire precaution system, will be used in this timber sale. The Plumas National Forest PAL Central Zone Special Interest Group (SIG) will be utilized to determine the Project Activity Levels. The Plumas Central Zone SIG is based on readings from the Cashman, Pierce and Quincy RD Remote Automated Weather Stations (RAWS). Operators can call 1-800-847-7766 to get daily PALS updates. The "normal operating season" is from June 1 to October 31. The Expected Days per Month at each PAL value for the "normal operating season" is shown in the following table:

Plumas NF Central Zone SIG

Average Number of Days per Month per Activity Level 2005-2011

	A	B	C	D	Ev	E
June	1.7	4.6	13.7	3.7	3.0	0
July	0	0.4	9.1	10.4	9.3	0.1
August	0	0	3.6	8.8	16.3	0.3
September	0	1.2	7.1	8.5	11.2	0.6
October	2.5	3.8	15.9	2.9	0.5	0

Purchasers seeking to deviate from Project Activity Level (PAL) provision requirements for Ev afternoon and E days (see Ev and E requirements below) are to submit written requests through the Forest Service Representative or Contracting Officer. The Contracting Officer shall obtain concurrence of Forest Line and Fire Management Officer, then submit a request for approval from the Regional Forester. Purchaser's request is to include what the Purchaser proposes to do to increase their suppression efforts, minimize fire starts and perhaps increasing fire liability amounts in A(T)14.

NOTICES

Notice of Appeal: Bidders are hereby put on notice that the Empire Vegetation Management Project NEPA document and associated decision, which provide the authority to conduct this timber sale, were administratively appealed pursuant to (36 C.F.R. 215). This timber sale may therefore be subject to litigation in the future, which may result in contract suspension, modification, or termination. The contract provides for limited remedies in cases of suspension, modification or termination due to litigation. These remedies are further limited by the PRE-AWARD WAIVER, RELEASE, AND LIMITATION OF LIABILITY AGREEMENT, which will likely be required prior to award of this contract. To receive documentation relevant to the administrative appeal noted above, please contact Nancy Francine, Plumas N.F. Forest Ecosystem Manager at (530) 283-7754.

Notice of On-Going Litigation: Offers/Bidders are hereby put on notice that the Empire Vegetation Management Project NEPA document and associated decision, which provides the authority to conduct this project, is currently involved in litigation. This may result in contract suspension, modification, or termination. The contract provides for limited remedies in cases of suspension, modification, or termination. Due to this litigation, the Contracting Officer is unlikely to award this contract until either the litigation is resolved or the high bidder signs a standard PRE-AWARD WAIVER, RELEASE, AND LIMITATION OF LIABILITY AGREEMENT. A sample of this agreement is available at the Mt. Hough Ranger Station, Quincy, CA 95971 or the Supervisor's Office.

Notice of Partial Injunction: As of the date of the drafting of this prospectus, the following partial injunction on the Empire Vegetation Management Project, which the Greenhorn MP Timber Sale contract implements, is currently in force:

"Filed order (STEPHEN R. REINHARDT, JOHN T. NOONAN and RAYMOND C. FISHER): The court is considering the parties' request and opposition to the emergency motion for injunction pending appeal. Pending the decision on the emergency motion, and further order of the court, the Forest Service is enjoined from proceeding with logging in the Empire, Basin, and Slapjack Projects that is

inconsistent with the 2001 Framework, except such logging as may occur within the wildland urban intermix defense and threat zones, as defined in the Sierra Nevada Forest Plan Amendment Final Supplemental Environmental Impact Statement, which appears in the record at LER 518. [7416102] (AF)."

This injunction may remain in place, be modified, or be lifted by the time the Greenhorn MP Timber Sale contract is awarded. If a bidder needs additional information on the status of this or any future injunction prior to bidding, it is incumbent on the bidder to obtain that information.

Pre-award Waiver, Release, and Limitation of Liability Agreement: This is to notify prospective bidders of the Greenhorn Multi-Product Timber Sale that a waiver of liquidating damages, as described in BT8.341, "Termination by Forest Service", and BT8.342, "Termination by Purchaser", shall be required prior to the award of this contract

OPERATIONS:

Sale Operations Schedule, (CT6.315#): Protection of Soil - Operations may occur when the upper 8 inches of soil is dry, based on the following field method; reach down and collect a small quantity of soil and try to mold it into a ball. If a ball is formed that holds together under repeated tosses, the soil is too wet for equipment operations. Winter operations may occur only when the ground is frozen to a depth of over 5 inches, or over 8 inches of packed snow.

Road License Agreement, (CT5.11# and CT6.315#) - Purchaser is required to complete all contractual work involving Payment Unit #3 prior to Dec 31, 2013, the termination date of CT 5.11# (Road License Agreement). The Contract Termination Date of Dec 31, 2014 provides a one year leeway for completion of any rework for final acceptance after Forest Service inspection.

Directional Felling (C6.411#) - Trees shall be felled away from all control areas, improvements, streamcourses, and survey monuments.

Traffic Control Plan (BT6.33) - This Plan and other safety requirements, as outlined in this clause, are necessary for operation on or adjacent to Forest Service Roads and trails.

Equipment Cleaning (BT6.35) - Prior to moving Off-Road Equipment onto the sale area, Purchaser is required to either 1) clean equipment of seed, soil, vegetative matter, and other debris that could contain or hold seeds and coordinate with Forest Service for inspection/acceptance, or 2) submit documentation to Forest Service for review/approval that equipment last operated in an area free of invasive species of concern. A list of these species is available for Purchaser's inspection at the Supervisor's Office or District Ranger Station.

Dust Abatement (CT5.31#) - Purchaser's ability to use National Forest water supply locations to abate dust may be limited due to site maintenance or drought conditions. In order to meet dust abatement requirements in the Road Maintenance Requirements and Dust Abatement Plan, the use of magnesium chloride may be needed should National Forest water supply locations be inaccessible or have inadequate flow levels, which could limit or exclude their use.

Temporary Roads (BT6.63) - Any existing temporary road, which has served Purchaser's purpose, is not to be closed by the construction or placement of a permanent physical barrier. However, any newly constructed temporary roads shall be completely closed.

DEPOSITS:

Surface Replacement Deposits (CT5.35#): \$ 0.02 /CCF will be collected. **Slash Treatment (CT6.7#):** \$0.82/CCF will be collected for the burning of slash piles on landings by the Forest Service. These values have been appraised for and applied to the bid rates.

COUNTY ROADS:

Plumas County Road #532: Purchaser is responsible for obtaining a road encroachment permit from Plumas County prior to commencement of operations in Payment Units adjacent to PC 532. A bond may be required as part of road encroachment permit conditions.

SOILS: Restoration (CT6.6#) - An estimated 12.5 acres will require tillage. A subsoiler will yield the best results.

Special Protection (CT6.42) - Endlining will be required on slopes over 35%.